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8 **UNITED STATES DISTRICT COURT**  
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10 **CENTRAL DISTRICT OF CALIFORNIA**

11 CAMERON FLETCHER, individually,  
12 and on behalf of other members of the  
13 general public similarly situated;  
14 KATRINA WILSON, individually, and  
15 on behalf of other members of the  
16 general public similarly situated and on  
17 behalf of other aggrieved employees  
18 pursuant to the California Private  
19 Attorneys General Act;

20 Plaintiffs,

21 vs.

22 TRIPLE B CORPORATION d/b/a  
23 CHARLIES PRODUCE, a Washington  
24 corporation; and DOES 1 through 100,  
25 inclusive,

26 Defendant.

Case CV 22-3053-DMG (MAAx)

**CLASS ACTION**

**ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

27 This matter has come before the above-entitled Court on Plaintiffs Cameron  
28 Fletcher and Katrina Wilson's Motion for Preliminary Approval of Class Action  
and PAGA Settlement ("Motion"). Having considered the Motion, Memorandum  
of Points and Authorities in Support Thereof, and declarations submitted in  
support of the Motion, including the Class Action and PAGA Settlement  
Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into  
by and between Plaintiffs and Defendant Triple B Corporation d/b/a Charlies

1 Produce (“Defendant”), and the Notice of Class and Representative Action  
2 Settlement (“Class Notice”), and **GOOD CAUSE** appearing, **IT IS HEREBY**  
3 **ORDERED** that the Motion is **GRANTED**, subject to the following findings and  
4 orders:

5 1. This Order incorporates by reference the definitions in the Settlement  
6 Agreement, and all terms defined therein shall have the same meaning in this  
7 Order as set forth in the Settlement Agreement.

8 2. The Court grants preliminary approval of the Class Action and PAGA  
9 Settlement Agreement attached as “Exhibit 1” to the Declaration of Selena  
10 Matavosian in Support of Plaintiffs’ Motion for Preliminary Approval of Class  
11 Action and PAGA Settlement. This is based on the Court’s determination that the  
12 Settlement falls within the range of possible approval as fair, adequate, and  
13 reasonable.

14 3. The First Amended Complaint [Doc. # 32] shall be the Operative  
15 Complaint in the Action for purposes of the Settlement, including the release of  
16 claims. All material allegations in the First Amended Complaint shall be deemed  
17 denied by Defendant without the necessity for Defendant filing an Answer to the  
18 First Amended Complaint or any other pleading in the Action. In the event that the  
19 Settlement does not become final for any reason, the First Amended Complaint shall  
20 be *void ab initio* and the Class Action Complaint for Damages shall be the operative  
21 complaint for all purposes unless otherwise ordered by the Court.

22 4. It appears to the Court on a preliminary basis that the Settlement is  
23 fair, adequate, and reasonable. Extensive and costly investigation and research  
24 have been conducted such that counsel for the parties, at this time, are able to  
25 reasonably evaluate their respective positions. The Settlement, at this time, will  
26 avoid substantial additional costs by all parties, as well as avoid the delay and risks  
27 that would be presented by the further prosecution of the case. The Settlement has  
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1 been reached as the result of intensive, serious, and non-collusive arm's-length  
2 negotiations, and was entered into in good faith.

3 5. The Court preliminarily finds that the Settlement, which provides for  
4 a Gross Settlement Amount of One Million Six Hundred Ten Thousand Dollars  
5 and Zero Cents (\$1,610,000.00), appears to be within the range of reasonableness  
6 of a settlement that could ultimately be given final approval by this Court. The  
7 Gross Settlement Amount includes all Individual Settlement Payments, Individual  
8 PAGA Payments, Administrative Costs, Class Counsel Award, Service Awards,  
9 and the LWDA Payment. The Court has reviewed the monetary recovery that is  
10 being granted as part of the Settlement and preliminarily finds that the  
11 contemplated monetary settlement payments to Class Members and Aggrieved  
12 Employees are fair, adequate, and reasonable when balanced against the probable  
13 outcome of further litigation relating to certification, manageability, liability, and  
14 damages issues.

15 6. For settlement purposes only, the Court hereby conditionally certifies  
16 the following Class:

17 All current and former hourly-paid, non-exempt employees who  
18 worked for Defendant within the State of California at any time during  
19 the period from February 22, 2018 through August 15, 2023 ("Class" or  
20 "Class Members").

21 7. The Court concludes that, for settlement purposes only, the proposed  
22 Class meets the requirements for certification under section 23 of the Federal  
23 Rules of Civil Procedure in that: (a) the Class is ascertainable and so numerous  
24 that joinder of all members of the Class is impracticable; (b) common questions of  
25 law and fact predominate, and there is a well-defined community of interest  
26 amongst the members of the Class with respect to the subject matter of the  
27 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the  
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1 Class; (d) Plaintiffs will fairly and adequately protect the interests of the members  
2 of the Class; (e) a class action is superior to other available methods for the  
3 efficient adjudication of the controversy; and (f) Class Counsel is qualified to act  
4 as counsel for Plaintiffs in their individual capacity and as the representatives of  
5 the Class.

6 8. The Court finds that Plaintiffs Cameron Fletcher and Katrina Wilson  
7 are suitable representatives for the Class and hereby preliminarily appoints them  
8 as representatives for the Class conditionally certified by this Order.

9 9. The Court hereby appoints Edwin Aiwazian, Arby Aiwazian, Joanna  
10 Ghosh, and Selena Matavosian of Lawyers *for* Justice, PC (“Class Counsel”) as  
11 counsel for the Class, pursuant to Federal Rules of Civil Procedure 23(g). The  
12 Court finds that Class Counsel has demonstrable experience litigating, certifying,  
13 and settling class actions, and will serve as adequate counsel for the Class  
14 conditionally certified by this Order. Class Counsel is authorized to act on behalf  
15 of Class Members with respect to all acts or consents required by, or which may  
16 be given pursuant to, the Settlement, and such other acts reasonably necessary to  
17 consummate the Settlement. Any Class Member may enter an appearance through  
18 counsel of such individual’s own choosing and at such individual’s own expense.  
19 Any Class Member who does not enter an appearance or appear on his or her own  
20 will be represented by Class Counsel.

21 10. The Court hereby appoints Simpluris, Inc. as the Settlement  
22 Administrator to administer the Settlement pursuant to the terms of the Settlement  
23 Agreement.

24 11. Pursuant to California Labor Code section 2699(l), the Court has  
25 reviewed and hereby preliminarily approves the sum of Seventy-Five Thousand  
26 Dollars and Zero Cents (\$75,000.00) of the Gross Settlement Amount to be  
27 allocated to civil penalties for resolution of the claim pursuant to the Private  
28 Attorneys General Act (“PAGA Allocation”). The Court preliminarily approves



1 payment of seventy-five percent (75%) of the PAGA Allocation, or Fifty-Six  
2 Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00), to the Labor  
3 and Workforce Development Agency (“LWDA Payment”) and payment of  
4 twenty-five percent (25%) of the PAGA Allocation, or Eighteen Thousand Seven  
5 Hundred Fifty Dollars and Zero Cents (\$18,750.00) to all current and former  
6 hourly-paid or non-exempt employees who worked for Defendant within the State  
7 of California at any time during the period from November 14, 2022 through August  
8 15, 2023 (“Aggrieved Employees”).

9 12. The Court hereby approves, as to form and content, the Notice of Class  
10 and Representative Action Settlement (“Class Notice”) for distribution to the Class  
11 Members, subject to the Court’s edits. The Class Notice shall be provided to Class  
12 Members in the manner set forth in the Settlement Agreement.

13 13. The Court finds that the proposed plan for distribution of the Class  
14 Notice substantially in the manner and form as set forth in the Settlement  
15 Agreement and this Order meets the requirements of Federal Rule of Civil  
16 Procedure 23(e) and due process, is the best notice practicable under the  
17 circumstances, and shall constitute due and sufficient notice to all persons entitled  
18 thereto. The Court further finds that the Class Notice appears to fully and  
19 accurately inform the Class Members of all material elements of the Settlement,  
20 of Class Members’ right to be excluded from the Class Settlement by submitting  
21 a Request for Exclusion, of Class Members’ right to dispute the number of  
22 Workweeks and/or PAGA Workweeks credited to each of them by submitting a  
23 Dispute, and of each Settlement Class Member’s right and opportunity to object  
24 to the Class Settlement by sending an Objection to the Settlement Administrator  
25 or appear at the Final Approval Hearing with or without submitting a written  
26 Objection to the Class Settlement.

27 14. By **August 2, 2024**, Defendant shall provide the Settlement  
28 Administrator with the Class Data, as outlined in the Settlement Agreement.

1 **August 26, 2024**, the Settlement Administrator shall mail copies of the Class  
2 Notice to each Class Member via First-Class U.S. Mail to his or her most current,  
3 known address with a return postage-paid envelope.

4 15. Upon receipt of the Class Data, the Settlement Administrator shall  
5 perform a search based on the National Change of Address Database and update  
6 the Class Data with any known or identifiable address changes.

7 16. The Court preliminarily approves the proposed procedure for  
8 requesting exclusion from the Class Settlement. A Class Member who wishes to  
9 request exclusion from or opt out of the Class Settlement must do so by submitting  
10 a written letter (“Request for Exclusion”) to the Settlement Administrator, by mail,  
11 postmarked on or before **October 25, 2024** (“the Response Deadline”). The  
12 Request for Exclusion must: (1) contain the case name and number of the Action,  
13 (2) contain the full name, signature, current mailing address, telephone number,  
14 and the last four digits of the Social Security number of the Class Member,  
15 (3) contain an express statement that the Class Member wishes to be excluded  
16 from the Class Settlement, and (4) be submitted to the Settlement Administrator,  
17 by mail or email, on or before the Response Deadline. If the Court grants final  
18 approval of the Settlement, any such Class Member who chooses to be excluded  
19 from the Class Settlement will not be entitled to receive an Individual Settlement  
20 Payment and will not be bound by the Class Settlement or have any right to object,  
21 appeal, or comment thereon. Aggrieved Employees will still be issued their  
22 Individual PAGA Payment and be bound to the PAGA Settlement, regardless of  
23 whether they submit a Request for Exclusion.

24 17. The Court preliminarily approves the proposed procedure for  
25 objecting to the Class Settlement. Settlement Class Members who wish to be  
26 object the Class Settlement may object by submitting a written objection  
27 (“Objection”) to the Settlement Administrator on or before the Response Deadline.  
28 An Objection must: (1) contain the case name and number of the Action, (2)

1 contain the Objector's full name, signature, current mailing address, telephone  
2 number, and last four digits of the Objector's Social Security number, (3) contain  
3 the specific reason(s) for the Objection, (4) contain all evidence and supporting  
4 papers (including, without limitation, all briefs, written evidence, and  
5 declarations) for the Court to consider, and (5) be submitted to the Settlement  
6 Administrator, by mail or email, on or before the Response Deadline.

7 18. A Final Approval Hearing is set before the Honorable Dolly M. Gee  
8 in Courtroom 8C of the United States District Court for the Central District of  
9 California located at the First Street Courthouse, 350 West First Street, 8<sup>th</sup> Floor,  
10 Los Angeles, California 90012, on **December 6, 2024, at 10:00 a.m.** to determine  
11 all necessary matters concerning the Settlement, including: whether the  
12 Settlement of the Action on the terms and conditions provided for in the Settlement  
13 is fair, adequate, and reasonable, and should be finally approved by the Court;  
14 whether a judgment, as provided in the Settlement, should be entered herein;  
15 whether the plan of allocation contained in the Settlement should be approved as  
16 fair, adequate, and reasonable to the Class Members; and to finally approve the  
17 requests and allocations for the Service Awards, Class Counsel Award, and  
18 Administrative Costs.

19 19. Class counsel shall file a motion for final approval of the Settlement,  
20 along with the appropriate declarations and supporting evidence, including the  
21 Settlement Administrator's declaration, by **November 15, 2024**, to be heard at the  
22 Final Approval Hearing.

23 20. Class counsel shall file a motion for final approval of the requests for  
24 the Service Awards and Class Counsel Award, and approval of the Administrative  
25 Costs, along with the appropriate declarations and supporting evidence, by  
26 **September 30, 2024**, to be heard at the Final Approval Hearing.

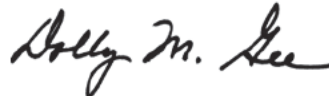
27 21. As of the date this Order is signed, all dates and deadlines associated  
28 with the Action shall be stayed, other than those contemplated herein and in the

1 Settlement Agreement and pertaining to the administration of the Settlement.

2 22. The Court reserves the right to adjourn or continue the date of the Final  
3 Approval Hearing and all dates provided for in the Settlement Agreement without  
4 further notice to Class Members and retains jurisdiction to consider all further  
5 applications arising out of or connected with the Settlement.

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7 **IT IS SO ORDERED.**

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9 DATED: July 26, 2024



10 DOLLY M. GEE  
11 CHIEF U.S. DISTRICT COURT JUDGE  
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